

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM624457

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Susskind & Almallah Eye Associates, P.A.		01/29/2021	Professional Association: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Long Island Vision Management, LLC		
Street Address:	125 Kennedy Lane		
Internal Address:	Suite 400		
City:	Hauppauge		
State/Country:	NEW YORK		
Postal Code:	11788		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3809887	OCEANCOUNTYEYE	
CORRESPONDENCE DATA			
Fax Number:	6152446804		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	615-850-8741		
Email:	trademarkdocket@wallerlaw.com		
Correspondent Name:	Robert P. Felber, Jr.		
Address Line 1:	c/o Waller Lansden Dortch & Davis		
Address Line 2:	511 Union Street, Suite 2700		
Address Line 4:	Nashville, TENNESSEE 37219		
ATTORNEY DOCKET NUMBER:	037688.11718		
NAME OF SUBMITTER:	Robert P. Felber, Jr.		
SIGNATURE:	/ROBERT P. FELBER, JR./		
DATE SIGNED:	02/04/2021		
Total Attachments: 10			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (the “Assignment”) is made and entered into as of January 29, 2021 (the “Effective Date”), by and between Susskind & Almallah Eye Associates, P.A., a New Jersey professional association (the “Practice”), and Omar Almallah, M.D., an individual licensed to practice medicine in the State of New Jersey (the “Owner” and together with the Practice, the “Assignor”), and Long Island Vision Management, LLC, a New York limited liability company (the “Assignee”, and collectively with the Assignor, the “Parties”).

WHEREAS, pursuant to that certain Purchase and Contribution Agreement between the parties dated January 15, 2021, the Parties desire for all Intellectual Property (defined below) of the Assignor to be owned by the Assignee;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1.1. Assignment of Intellectual Property. Subject to the terms and conditions of this Assignment, the Assignor agrees to and does hereby assign, transfer, and convey to Assignee, as of the Effective Date of this Assignment, free and clear of all liens and other encumbrances, all of their worldwide right, title, and interest in and to any intellectual property (including, without limitation the Marks, Copyrights, Patents, Domain Names, Other IP, and Works, collectively, the “Intellectual Property”) owned by the Assignor as of the Effective Date or acquired thereafter which relates to the business of the Practice, including, but not limited to, the following Intellectual Property:

- a. all trade names, trademarks, service marks, brand names, corporate names, assumed names, business names, certification marks, trade dresses, logos, designs, slogans, and all other indicia of origin, whether in word mark, stylized or design format, registered and unregistered, throughout the world and owned by the Assignor, including without limitation those listed in Schedule 1.1 (a) (collectively “Marks”), together with the goodwill of the Assignor and/or any affiliates associated with and symbolized by the Marks and all rights, claims and privileges pertaining to such Marks, including, without limitation, the right to prosecute and maintain trademark applications and registrations for such Marks, and the right to sue and recover damages for past, present, and future infringement of such Marks; provided that, to the extent any application for any Mark cannot be assigned by the Assignor to Assignee on the Effective Date due to the policies or procedures of the applicable government trademark office, the Assignor agrees to promptly assign, transfer, and convey such application to Assignee as soon as such application is first capable of being assigned, transferred or conveyed;
- b. all copyrights, registered and unregistered, owned by the Assignor, including without limitation those listed in Schedule 1.1 (b) (collectively “Copyrights”), together with the right to prosecute and maintain copyright applications and registrations for any such copyrights, and the right to sue and recover damages for past, present, and future infringement of such copyrights, and with respect to any photos, images, pictures, or logos utilized in connection with the business of the Assignor that include the name and/or likeness of Assignor, all rights of publicity and rights to use the name and/or likeness of the Assignor;
- c. all patents and patent applications (respectively issued or filed throughout the world) owned by the Assignor as well as any reexaminations, extensions and reissues thereof and

any divisionals, continuations, continuation-in-parts, reissues, re-examinations or extensions thereof, and any other applications or patents that claim priority from such patents and applications, including, without limitation, any foreign applications or patents corresponding thereto, including without limitation those listed in Schedule 1.1 (c) (collectively, “**Patents**”), and all rights, claims and privileges pertaining thereto, including, without limitation, rights to the underlying inventions, the right to prosecute and maintain such Patents, and the right to sue and recover damages for past, present, and future infringement of such Patents;

- d. all Internet domain names and uniform resource locators, and all registrations and applications thereof, owned by the Assignor, including without limitation those listed in Schedule 1.1 (d) (collectively “**Domain Names**”); and
- e. all other intellectual property and other proprietary rights related to the Assignor’s business and owned by the Assignor, including, without limitation, know-how, trade secrets, inventions (whether or not patentable), invention disclosures, mask works, ideas, processes, formulas, recipes, software, databases, manuals, source and object codes, data, programs, firmware, user interfaces, other works of authorship, know-how, improvements, discoveries, developments, designs, techniques, technology, technical data or Information, works of authorship, and other documentation, data and information, and all rights, claims and privileges pertaining thereto, including, without limitation, the right to sue and recover damages for past, present and future infringement of such intellectual property and proprietary rights, including without limitation those listed in Schedule 1.1 (e) (collectively “**Other IP**”).

1.2. Waiver of Moral Rights. The Assignor hereby waives all Moral Rights in the works for which the Assignor’s copyright is assigned hereunder (“**Works**”). For the purpose of this Section 1.2, the term “**Moral Rights**” means any and all moral rights arising under any Copyright Act (including without limitation the US or Canada) as amended (or any successor legislation of similar force and effect) or similar legislation in other applicable jurisdictions or at common law that such individual, as author has with respect to any copyrighted works prepared by such individual including without limitation, the right to attribution of authorship, the right to restrain or claim damages for any distortion, mutilation, or other modification of such work and right to prohibit any use of any such work in association with a product, service, cause, or institution that might be prejudiced to such individual’s honor or reputation. The Assignor will confirm such waiver from time to time as requested by Assignee.

1.3. Further Assurances. The Assignor shall take all reasonably necessary actions requested by Assignee and execute any documents as may be reasonably requested by Assignee from time to time to fully vest or perfect in Assignee all right, title, and interest in and to the Intellectual Property. Such actions may include, without limitation, execution of separate assignment documents to be recorded or filed with a domestic or foreign patent office, if so requested by Assignee, and providing any documents and information useful or necessary to prosecute any application to register or issue any of the Marks or copyrights or Patents, maintain any of the foregoing, or pursue or defend any administrative, court, or other legal proceeding involving any of the Intellectual Property. Should the Assignor, in the opinion of Assignee, fail to comply or take any action to comply with a request made by Assignee pursuant to this Section 1.3, then the Assignor hereby irrevocably appoints the duly authorized officers and agents of the Assignee as the agent and attorney in fact with authority to do all things and execute and deliver, on behalf of and in the name of the Assignor, all applications, specifications, oaths, assignments, and all other instruments which Assignee shall deem necessary in order to vest or perfect in Assignee all right, title, and interest in and to the Intellectual Property, or to carry out fully the provisions of this Agreement, such power of attorney being coupled with an interest.

1.4. No Other Grant of Rights/Abandonment of Intellectual Property by Assignor. Nothing in this Assignment will be construed to confer any ownership interest, license, or other rights upon the Assignor by implication, estoppel, or otherwise as to any technology, intellectual property rights, or products, regardless of whether such technology, intellectual property rights, or products are dominant, subordinate, or otherwise related to any Intellectual Property.

1.5. Inurement. This Assignment shall be binding upon and inure to the benefit of the Assignee and its respective successors and assigns.

1.6. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

1.7. Counterparts. This Assignment may be executed and delivered in counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument and shall be governed by, and construed in accordance with, the laws of the State of Texas.

[Signature page immediately follows]

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment to be signed as of the Effective Date.

ASSIGNOR:

SUSSKIND & ALMALLAH EYE
ASSOCIATES, P.A.

By: 

Omar F. Almallah, M.D.
President

ASSIGNEE:

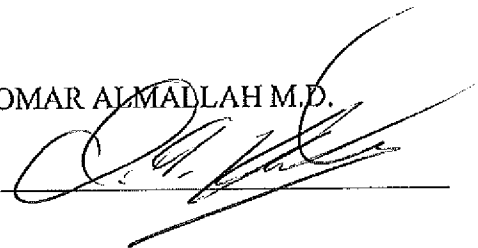
LONG ISLAND VISION
MANAGEMENT, LLC

By: _____

Name: _____

Title: _____

OMAR ALMALLAH M.D.



IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment to be signed as of the Effective Date.

ASSIGNOR:

SUSSKIND & ALMALLAH EYE
ASSOCIATES, PC

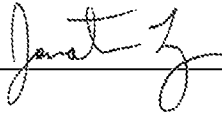
By: _____

Name: _____

Title: _____

ASSIGNEE:

LONG ISLAND VISION
MANAGEMENT, LLC

By:  _____

Name: Jonathan C. Lujan

Title: Chief Executive Officer

OMAR ALMALLAH, M.D.

**SCHEDULE 1.1 (a)
Trademarks**

Trade Names



Registered Trademarks

App. Serial Number	Reg. Number	Word Mark
77846767	3809887	OCEANCOUNTYEYE
75870464	2426705	OPTICAL GALLERY

SCHEDULE 1.1 (b)

Copyrights

Social Media Accounts

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

SCHEDULE 1.1 (c)

Patents

None

SCHEDULE 1.1 (d)

Domain Names

- [REDACTED]
- [REDACTED]

SCHEDULE 1.1 (e)

Other IP

None.